

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

'11 CIV 5788

CHASE MANHATTAN BANK DELAWARE, trustee for
CIT Marine Trust 1999-A

11-cv-_____

v.

M/Y PISCES 3-13 (O.N. 1067407),
her engines, tackle, equipment, and
appurtenances *in rem*

JUDGE BRICCETTI

and

VERIFIED COMPLAINT
IN ADMIRALTY

PERRY GRASSI *in personam*

Chase Manhattan Bank Delaware, trustee for CIT Marine Trust 1999-A ("Plaintiff"), files this complaint against the M/Y PISCES 3-13 (O.N. 1067407), her engines, tackle, equipment, and appurtenances (collectively, the "Vessel"), *in rem*, and against Perry Grassi, *in personam*, alleging as follows:

PARTIES

1. Plaintiff is a national banking association having its principal office at 1201 Market Street, Wilmington, DE 19801.

2. The Vessel is a 42-foot Maxum Marine pleasure craft bearing Official No. 1067407 and Hull Identification No. BL2A28MLI789 and, upon information and belief, is now within this district.

3. Upon information and belief, Perry Grassi is a citizen of New York and resides at 185 Gailmor Drive, Yonkers, NY 10805.

JURISDICTION

4. This is a case of admiralty and maritime jurisdiction, as will more fully appear, and is an admiralty or maritime claim within the meaning of Fed. R. Civ. P. 9(h).

5. This action is brought under the Maritime Commercial Instruments and Liens Act, 46 U.S.C. §§ 31301-31343, and in particular, 46 U.S.C. § 31325(b)-(c).

6. Venue in this district is proper under the general maritime law and Supplemental Admiralty Rule C(2)(c).

COUNT I — Against the Vessel *in rem*

7. The allegations of paragraphs 1 through 6 of this complaint are incorporated as if fully set forth herein.

8. On or about April 13, 1998, Perry Grassi executed and delivered a Preferred Ship Mortgage (“Mortgage”) to The CIT Group/Sales Financing, Inc., covering the whole of the Vessel and securing a principal indebtedness of \$199,405.05 and the performance of other obligations, including monthly installment payments of \$1,982.71 over a period of 180 months as set forth in an accompanying Retail Installment Contract. A true and correct copy of the Mortgage is attached hereto as Exhibit A. A true and correct copy of the Retail Installment Contract is attached hereto as Exhibit B.

9. The Mortgage was duly filed and recorded at the United States Coast Guard’s National Vessel Documentation Center on May 5, 1998. A true and correct copy of the Vessel’s Abstract of Title, as maintained by the National Vessel Documentation Center, is attached hereto as Exhibit C.

10. On April 9, 1999, The CIT Group/Sales Financing, Inc. assigned the Mortgage to Plaintiff, and a copy of the assignment was duly filed and recorded at the National Vessel

Documentation Center on April 12, 1999. Vericrest Financial, Inc., as successor to The CIT Group/Sales Financing, Inc., continues to act as the servicer for the Mortgage.

11. At all material times, the Vessel was documented under the laws of the United States.

12. Perry Grassi has defaulted under the terms of the Mortgage by, among other things, allowing unpaid storage charges to accrue at a marina, which has claimed a lien on the Vessel for the unpaid storage charges and notified Vericrest of its intent to sell the Vessel on September 2, 2011, to enforce its claim of lien. A true and correct copy of the Notice of Lien and Sale is attached hereto as Exhibit D. Allowing a third-party supplier to assert, and purportedly enforce, a lien for unpaid storage charges is an event of default under the terms of the Mortgage, including but not limited to paragraphs 18, 21, 24, and 27.

13. Under 46 U.S.C. § 31326(b)(1) and the general maritime law, Plaintiff's preferred mortgage lien is superior to any interest, lien, or claim that any third-party supplier, or any potential buyer at the sale scheduled for on September 2, 2011, may assert in, on, or against the Vessel.

14. There is an outstanding indebtedness of more than \$97,037.10 due under the Mortgage, together with interest, collection and recovery costs, attorneys' fees and expenses, and additional indebtedness that will accrue until this action is concluded.

WHEREFORE, Plaintiff prays that:

A. An arrest warrant be issued and served on the Vessel forthwith as provided by Supplemental Admiralty Rule C, with all persons asserting a right of possession or any ownership interest in the Vessel cited to appear and answer the allegations in this complaint;

B. Plaintiff's preferred mortgage lien be declared superior to any interest, lien, or claim that any other person or entity may have in, on, or against the Vessel; and

C. Judgment be entered for Plaintiff and against the Vessel *in rem* in the amount of \$97,037.10, plus interest, collection and recovery costs, and attorneys' fees and expenses accruing up to the date on which such judgment is entered;

D. The Vessel be condemned and sold in accordance with 46 U.S.C. § 31326(a);

E. Plaintiff be entitled to proceed against Perry Grassi *in personam* for any deficiency that remains due after applying the Vessel's sale proceeds to the outstanding indebtedness; and that

F. Plaintiff have further relief as the Honorable Court deems proper.

COUNT II — Against Perry Grassi *in personam*

15. The allegations of paragraphs 1 through 14 of this complaint are incorporated as if fully set forth herein.

16. Perry Grassi is personally liable under both the Mortgage and 46 U.S.C. § 31325(b)(2) for the outstanding indebtedness or for any deficiency that remains due after applying the Vessel's sale proceeds to the outstanding indebtedness.

17. There is an outstanding indebtedness of more than \$97,037.10 due under the Mortgage, together with interest, collection and recovery costs, attorneys' fees and expenses, and additional indebtedness that will accrue until this action is concluded.

WHEREFORE, Plaintiff prays that:

A. Judgment be entered for Plaintiff and against Perry Grassi *in personam* in the amount of \$97,037.10, plus interest, collection and recovery costs, and attorneys' fees and expenses accruing up to the date on which such judgment is entered or, alternatively, in the amount of any deficiency that remains due after applying the Vessel's sale proceeds to the outstanding indebtedness; and that

B. Plaintiff have further relief as the Honorable Court deems proper.

Respectfully submitted,

PALMER BIEZUP & HENDERSON LLP

Dated: August 12, 2011

By: 

Michael B. McCauley (ID 2409407)

140 Broadway, 46th Floor

New York, NY 10005

(212) 406-1855

(212) 858-7651 (Fax)

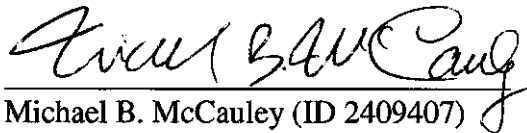
mccauley@pbh.com

Attorneys for Plaintiff

VERIFICATION

I, Michael B. McCauley, declare as follows:

1. I am an attorney with the firm of Palmer Biezup & Henderson LLP, counsel for Plaintiff.
2. The facts alleged in the foregoing complaint are true and correct to the best of my knowledge and belief based upon information and records provided by Vericrest Financial, Inc., who acts as the servicer of the preferred ship mortgage at issue in the complaint, and based upon records obtained from the United States Coast Guard's National Vessel Documentation Center.
3. I am executing this verification because authorized officers of Plaintiff are not readily available to sign it.
4. I declare under penalty of perjury that the foregoing is true and correct.
5. Executed this 12th day of August, 2011.



Michael B. McCauley (ID 2409407)
140 Broadway, 46th Floor
New York, NY 10005
(212) 406-1855
(212) 858-7651 (Fax)
mccauley@pbh.com
Attorneys for Plaintiff

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RETAIL INSTALLMENT CONTRACT		Date Month / Day / Year 08 / 13 / 08	For Office Use Only RBC Dealer Transaction 822310734
Customer(s) Name(s) and Address(es) 185 Galtmore Junkies NY 10710		Seller Name and Address Lays Moving Ltd 15 Boston Post Rd Stamford CT 06408	
The words "I," "me" and "my" refer to the Customer and Co-Customer signing this contract jointly and severally. The words "you" and "your" refer to the Seller (or Holder if this contract is assigned). I have today bought and received in satisfactory condition the commodity described below, including attachments, equipment, accessories and Commodity and Equipment (Describe) BOAT NEW OR USED MODEL YEAR <input type="checkbox"/> New <input type="checkbox"/> Used Manufacturer MAXUM Model 4100 SCR Length 41 Hull Color White Hull ID# BL2008041799 Equipment included 98 CUMMINS 370 45573944 45518905			
BOAT TRAILER (if included) New or Used <input type="checkbox"/> Year and Make <input type="checkbox"/> Series, or Trade Name <input type="checkbox"/> Description <input type="checkbox"/> Identification No (Serial No) <input type="checkbox"/> State Registration No <input type="checkbox"/>			
<input checked="" type="checkbox"/> If box 1 is checked, U.S. Coast Guard Documentation and a preferred mortgage on the commodity are required by you for this financing and I have read the paragraph headed "FEDERAL DOCUMENTATION" on the back of this contract. I have given you a copy of an undertaking by the documentation service to do the work at my expense. A preferred mortgage is intended to cover only a commodity or part of a commodity that is documented under the laws of the United States. This commodity is not intended to be used for charter or other commercial use without the express written permission of assignee and is not intended to be used as the principal dwelling of the Customer or anyone else.			
ANNUAL PERCENTAGE RATE 8.50% = The cost of my credit as a yearly rate FINANCE CHARGE \$137,442.75 = The dollar amount the credit will cost me Amount financed \$139,443.85 = The amount of credit provided to me or on my behalf Total of Payments \$356,887.88 = The amount I will have paid after I have made all payments as scheduled Total Sale Price \$381,442.75 = The total cost of my purchase on credit, including my downpayment of \$24,554.95			
My payment schedule will be		Number of Payments 180	Amount of Payments 1,982.71
		When Payments Are Due Monthly, beginning 05-28-1998	
SECURITY - I am giving you a security interest in the commodity purchased in this transaction. LATE CHARGE - If a payment is more than 10 days late, I will pay you 5% of the late amount or \$10.00, whichever is less. PREPAYMENT - If I pay off early, I will not have to pay a penalty. See the contract document for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.			
Itemization of the Amount Financed 1 Cash Price (a) Vessel \$224,000.00 (b) Trailer N/A (c) Total Cash Price (a+b) \$224,000.00 2 a. (i) Trade-In Year, Make & Model 98 BERNARD 330 DH (ii) Gross Allowance \$100,000.00 (iii) Less Owning \$99,443.85 Paid to KEY BANK USA (iv) Net Agreed Value of Trade-In \$54.95 b. Deferred portion of cash downpayment N/A c. Manufacturer's rebate applied to downpayment N/A d. Remaining cash downpayment (b-c) \$24,000.00 e. Total Downpayment (a)(ii)+b+c \$24,554.95 3 Unpaid Balance of Cash Price (1)-(2)e \$199,443.85 4 Other Charges (a) Official Fees (Paid to Public Officials) (i) Financing Statement Filing Fee N/A (ii) State Certificate of Title Fee N/A (iii) U.S. Coast Guard Filing Fee N/A (iv) State Registration Fee(s) N/A (v) State License Fee(s) N/A (vi) Total Official Fees (i)+(ii)+(iii)+(iv)+(v) N/A (b) Taxes (Paid to Public Officials) N/A (c) Federal Documentation Service Fee (Paid to Documentation Service if financed) N/A (d) Documentary Charge for State Filing (Paid to Seller) N/A (e) Service Warranty Fee (Paid to Seller)* N/A (f) Insurance Charges* (i) For damage to Commodity (vessel hull coverage) (procured by <input type="checkbox"/>) N/A (ii) Protection and Indemnity (liability coverage) (procured by <input type="checkbox"/>) N/A (iii) Credit Life Insurance (procured by <input type="checkbox"/>) N/A (iv) Credit Accident & Health (procured by <input type="checkbox"/>) N/A (v) Total Insurance Charges (i)+(ii)+(iii)+(iv) N/A (g) Total Other Charges (a)(b)+(c)+(d)+(e)+(f) N/A 5 Amount Financed (3)+(4)+(g) \$199,443.85 Date you start charging finance charge, if not the same as the date of this contract (If a date is filled in, it means that I have not yet received the commodity, but expect to receive it by that date)			
Insurance Coverages No Coverages Included Except as Shown Below and Under Item 4f at Left Hull and Protection and Indemnity Insurance are required for credit for any boat commodity and collision insurance for any boat trailer. Hull Insurance <input type="checkbox"/> Dual Interest <input type="checkbox"/> Current Agreed Value (\$ <input type="text"/>) <input type="checkbox"/> Actual Cash Value of Boat Deductible \$ <input type="text"/> <input type="checkbox"/> Single Interest Hull Insurance covering Holder's interest only subject to policy terms <input type="checkbox"/> Other (describe) _____ Liability Insurance (Protection and Indemnity) Limits of Liability for Bodily Injury <input type="checkbox"/> Each occurrence \$300,000 <input type="checkbox"/> Other \$ <input type="text"/> All occurrences in policy period \$ <input type="text"/> or <input type="checkbox"/> Single Limit \$ <input type="text"/> <input type="checkbox"/> Property Damage to Others \$ <input type="text"/> <input type="checkbox"/> Medical Payments \$ <input type="text"/> \$ <input type="text"/> \$ <input type="text"/> Customer may choose the agent and insurer through or by which the insurance described above is to be obtained or placed. Credit Insurance Election Credit insurance is not required by Seller. The undersigned (check applicable boxes) <input type="checkbox"/> Request(s) Credit Life Insurance on the life of the Customer who first signs below, the cost of which is shown in item 4(f)(ii) at left for the term of <input type="text"/> months. <input type="checkbox"/> Request(s) Joint Credit Life Insurance on the lives of both Customers, the cost of which is shown in item 4(f)(iii) at left for the term of <input type="text"/> months. <input type="checkbox"/> Request(s) Credit Accident and Health Insurance on the Customer who first signs below, the cost of which is shown in item 4(f)(iv) at left for the term of <input type="text"/> months. <input checked="" type="checkbox"/> Does not want any Credit Insurance. Customer's Signature to above statement _____ Date _____ Co-Customer's Signature to above statement _____ Date _____ Unless a Premium for Liability Insurance is Disclosed Above: INSURANCE COVERAGES ABOVE DO NOT INSURE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. If insurance on the commodity or liability insurance are not included herein, I will furnish copy of policy (with long form loss payable clause if available), purchased from _____ TOTAL DOLLAR _____ Agent's Name and Address _____ Name of Insurance Company _____			
(Contract continued on the other side) I acknowledge receipt of a true copy of this contract which was completely filled in prior to my signing of this RETAIL INSTALLMENT CONTRACT. NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of the contract when you sign it. 3. Under the law, you have the following rights, among others: (a) To pay off in advance the full amount due without penalty; (b) to redeem the property if repossessed for a default; (c) to require, under certain conditions, a resale of the property if repossessed. conditions, a resale of the property if repossessed. Customer <u>[Signature]</u> This contract is not valid until the Seller and is assigned by the Seller under the terms of the assignment on the reverse. By <u>[Signature]</u> Date <u>8/13/08</u> Signature of Seller <u>[Signature]</u> ORIGINAL Life Charge			

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Terms and Conditions

Promises to Pay: I agree to pay to the lender the amount of the loan plus interest and charges as set forth in this contract. I agree to pay the amount of the loan plus interest and charges as set forth in this contract. I agree to pay the amount of the loan plus interest and charges as set forth in this contract.

How Finance Charges are Computed: The finance charge is computed on the unpaid balance of the loan. The finance charge is computed on the unpaid balance of the loan. The finance charge is computed on the unpaid balance of the loan.

Default: If I fail to make a payment when it is due, I will be in default. If I fail to make a payment when it is due, I will be in default. If I fail to make a payment when it is due, I will be in default.

IF THE CASH PRICE OF THE COMMODITY WAS \$50,000 OR LESS: I will have 15 days after the date of the sale to redeem the commodity. I will have 15 days after the date of the sale to redeem the commodity. I will have 15 days after the date of the sale to redeem the commodity.

IF THE CASH PRICE OF THE COMMODITY WAS MORE THAN \$50,000: The following applies. Within a reasonable time after the sale, I will have 15 days after the date of the sale to redeem the commodity. I will have 15 days after the date of the sale to redeem the commodity. I will have 15 days after the date of the sale to redeem the commodity.

Prepayment: At any time I have the right to pay the balance of the loan. At any time I have the right to pay the balance of the loan. At any time I have the right to pay the balance of the loan.

Security Interest: I have granted a security interest in the commodity. I have granted a security interest in the commodity. I have granted a security interest in the commodity.

Following a repossession of the commodity, any equipment installed in the commodity more than 10 days after the date of the contract which does not technically become part of the commodity and was not included in the Cash Price of the commodity is not subject to repossession. Following a repossession of the commodity, any equipment installed in the commodity more than 10 days after the date of the contract which does not technically become part of the commodity and was not included in the Cash Price of the commodity is not subject to repossession.

Titling of Commodity and Filing Financing Statement: At your request I will sign and file a financing statement for the commodity. At your request I will sign and file a financing statement for the commodity. At your request I will sign and file a financing statement for the commodity.

No warranties, express or implied, representations, promises or statements as to the condition, fitness for a particular purpose, seaworthiness or merchantability of the commodity have been made by me or by any person who has sold the commodity to me or by any person who has sold the commodity to me or by any person who has sold the commodity to me. No warranties, express or implied, representations, promises or statements as to the condition, fitness for a particular purpose, seaworthiness or merchantability of the commodity have been made by me or by any person who has sold the commodity to me or by any person who has sold the commodity to me or by any person who has sold the commodity to me.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Seller's Assignment: Seller hereby sells and assigns to the assignee named below (CIT) the within contract and all interests in any property thereby sold, and Seller's rights under any guarantee, without recourse as to the Customer's obligation of payment except as may be otherwise provided herein or in any underlying agreement between Seller and CIT, with full power to CIT in CIT's or Seller's name to collect and discharge the same and to take all such legal or other proceedings as Seller might take, save for this assignment.

As to the contract hereby assigned to CIT, Seller warrants as follows: To the extent required, for the sale to the Customer and the assignment to CIT, Seller is duly licensed. The contract was executed in connection with and arose from a bona fide sale to the Customer of the property, goods and/or services described in the contract and in related documents. The property, goods and/or services sold to the Customer are fully and correctly described in the contract, and all statements of fact, all information concerning the Customer and all statements made by the Customer on the contract or on any documents related thereto are true and correct in all respects. Any property, goods and/or services described in the contract were actually delivered to and accepted by the Customer. Seller has fully paid and installed all articles and materials included in the contract which constitute the consideration for the contract and has paid for all labor and materials used in connection with said work. Seller has good title to any and all property covered by the contract, free of all liens and encumbrances, except for the contract. The contract will evidence a valid reservation of title to or first lien in the commodity if the commodity is to be kept in a unitary title. Seller has no other liens or interests in the commodity. Seller has no other liens or interests in the commodity. Seller has no other liens or interests in the commodity.

Neither the Customer nor any other person has asserted or alleged nor shall the Customer or any other person assert or allege at any time, whether before or after the assignment, any right of rescission or cancellation or any claim, defense, set-off or counterclaim of any kind. No part of the downpayment shown as paid in cash is owing by loan or note, and Seller received any trade-in shown for the allowance stated in the contract. Neither the Customer nor any other person has asserted or alleged nor shall the Customer or any other person assert or allege at any time, whether before or after the assignment, any right of rescission or cancellation or any claim, defense, set-off or counterclaim of any kind. No part of the downpayment shown as paid in cash is owing by loan or note, and Seller received any trade-in shown for the allowance stated in the contract.

Seller has fully complied with and the contract is valid under, any and all applicable laws, regulations and rules. Seller will cooperate with and assist CIT in enforcing CIT's rights in, to and under the terms of the contract. All warranties, representations and covenants herein contained are made to induce CIT to purchase the contract. Seller has fully complied with and the contract is valid under, any and all applicable laws, regulations and rules. Seller will cooperate with and assist CIT in enforcing CIT's rights in, to and under the terms of the contract. All warranties, representations and covenants herein contained are made to induce CIT to purchase the contract.

Seller waives all demands and notices of default and consents that, without notice to Seller, CIT may release, extend, vary, modify, by operation of law or otherwise any obligations of Customer or any other obligor or any rights against the Customer or any other obligor. No waiver by CIT of any default or misrepresentation shall be effective unless it is in writing and is signed by CIT. This assignment shall be binding upon the respective heirs, executors, administrators, successors and representatives of the parties hereto. Seller waives all demands and notices of default and consents that, without notice to Seller, CIT may release, extend, vary, modify, by operation of law or otherwise any obligations of Customer or any other obligor or any rights against the Customer or any other obligor. No waiver by CIT of any default or misrepresentation shall be effective unless it is in writing and is signed by CIT. This assignment shall be binding upon the respective heirs, executors, administrators, successors and representatives of the parties hereto.

Federal Documentation: I agree to provide the following documents to the lender: I agree to provide the following documents to the lender: I agree to provide the following documents to the lender.

Change of Name or Residence: I agree to notify the lender of any change of name or residence. I agree to notify the lender of any change of name or residence. I agree to notify the lender of any change of name or residence.

Inspection of Commodity: I agree to allow the lender to inspect the commodity. I agree to allow the lender to inspect the commodity. I agree to allow the lender to inspect the commodity.

Liens - Use of Commodity Proceeds: I agree to keep the commodity free from all liens, and I won't move it from my address unless you agree in writing. I agree to keep the commodity free from all liens, and I won't move it from my address unless you agree in writing. I agree to keep the commodity free from all liens, and I won't move it from my address unless you agree in writing.

Sales other than Consumer Credit Sales: As used in this contract, a consumer credit sale means a sale of goods, services, or both, to an individual, primarily for personal, family or household purposes. As used in this contract, a consumer credit sale means a sale of goods, services, or both, to an individual, primarily for personal, family or household purposes. As used in this contract, a consumer credit sale means a sale of goods, services, or both, to an individual, primarily for personal, family or household purposes.

Representations-Promises-Modifications: No representation or promise is binding on you unless included in this contract. No change in the contract will be binding on you unless it is in writing and signed by you and all of your agents who have authority to bind you. No change in the contract will be binding on you unless it is in writing and signed by you and all of your agents who have authority to bind you. No change in the contract will be binding on you unless it is in writing and signed by you and all of your agents who have authority to bind you.

Required Insurance: Full insurance coverage for any bona fide commodity and for the proceeds therefrom is required by this contract. Full insurance coverage for any bona fide commodity and for the proceeds therefrom is required by this contract. Full insurance coverage for any bona fide commodity and for the proceeds therefrom is required by this contract.

Governing Law: Except as pre-empted by federal law, this contract will be governed in all respects by the laws of the State of Connecticut. Except as pre-empted by federal law, this contract will be governed in all respects by the laws of the State of Connecticut. Except as pre-empted by federal law, this contract will be governed in all respects by the laws of the State of Connecticut.

(See other side for signatures)

(See other side for Seller's signature to assignment)
ASSIGNEE: The CIT Group/Sales Financing, Inc.

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PREFERRED MORTGAGE

26676734

NATIONAL MARITIME LIENS AND MORTGAGES ACT

Filed by and return to

Firm Name Hailing Port Service Inc.
 Address 19 Schofield St., Bronx, NY 10464
 Telephone No 718-885-2137
 Fax No 718-885-2427

15 MAY '98

10:12 AM

REASON FOR BOOK 98-42 ON 408

PREFERRED MORTGAGE dated April 13, 1998 DOCUMENTAL 1998

Under the Maritime Liens and Mortgages Act

(48 USC ch 313, sometimes called "Federal Mortgage Law"), as amended, Securing A Retail Installment Contract-Security Agreement (the "Contract") dated April 13, 1998 between LOUIS MARINE LTD. as Seller and Mortgagor as Buyer covering the Boat Which Contract Has Been Assigned by Seller to Mortgagee

This is a Preferred Ship Mortgage (the "Mortgage") on the vessel described below (the "Boat") which is being created under Federal Mortgage Law. The Amount of the Mortgage as required to be shown by the Federal Mortgage Law, is the Amount Financed under the Contract of \$ 199,445.05. This Mortgage also secures repayment of Finance Charge computed on a simple interest basis as it accrues and performance of Mortgage representations, warranties and promises

The Maturity Date of this Mortgage is April 28, 2013

1 PARTIES: Mortgagor (Check applicable box(es))

Owning the boat as

☒ one individual
☐ individuals, as tenants in common each owning an undivided interest in the boat

☐ Joint tenants with right of survivorship
☐ community property
☐ other

☐ tenants by the entirety

Named Perry Grassi (together called "Mortgagor"), who (is) (are) the sole owner(s) of the Boat, and reside(s) at 185 Gallmor Drive, Yonkers, NY 10805

Mortgagee The CIT Group / Sales Financing Inc.
 Address 715 S. Metropolitan Avenue, Oklahoma City, OK 73124-0610

The words I, me, my, and mine mean everyone who signs this Mortgage as Mortgagor and, where applicable, any Other Owner, and the personal representatives, successors and assigns of Mortgagor and any Other Owner. The words you and your mean the Mortgagee and anyone who has Mortgagee's rights under this Mortgage

2 DESCRIPTION OF BOAT The Boat covered by this Mortgage is described below

Vessel Name FISCES 3-13

Date of Documentation, if issued

CG Documentation to issue from NVDCSummer Mooring Tarrytown, NY

Former Name of Vessel (if any)

Official No / hull id: BL2A28ML798 1061407Hailing Port Tarrytown, NYWinter Mooring/Storage Tarrytown, NY

(if different from Summer Mooring)

3 MORE THAN ONE MORTGAGOR: If more than one of us signs this Mortgage as Mortgagor, each of us is responsible for repayment of the full amount of the Debt and doing everything required of Mortgagor, unless specifically stated otherwise below. You may sue one Mortgagor without joining or notifying any co-Mortgagor. You do not have to notify one Mortgagor that another has defaulted under this Mortgage. You may give one Mortgagor extensions to pay or change or release such Mortgagor's responsibility without releasing any co-Mortgagor or treating a co-Mortgagor in the same way. Each person who signs this Mortgage as an Other Owner makes all of the title warranties but none of the other promises

4 MORTGAGE DEBT: This Mortgage secures the obligations (the "Debt") now due or which may become due in the future to you under the Contract assigned to you by Seller named above and the full and timely performance of the obligations of Mortgagor under this Mortgage

5 PAYMENT: I will pay the Mortgage Debt and perform my obligations as the grantor of this Mortgage

6 GOVERNING LAW The parties have chosen Federal Mortgage Law to cover all of the provisions of this Mortgage. In particular, 46 USC § 31322(b) covers the Finance Charge provisions of the Contract and this Mortgage. To the extent not in conflict with Federal Mortgage Law, gaps in Federal Mortgage Law as to non-interest provisions, and only to such extent, shall be governed by the law of the State of Connecticut ("State Governing Law"). In the case of remedies, the law of the state where a given remedy is to be exercised may govern

7 MORTGAGE: To secure the Debt, I mortgage to you the whole of the Boat named above together with all masts, towers, bidders, cables, engines, machinery, bowsprits, sails, rigging, auxiliary boats, anchors, chains, tackle, apparel, furniture, fittings, tools, pumps, radar and other electronic or other equipment and supplies, and all fishing and other attachments and accessories, now forming part of the Boat or used in or on the Boat or which may become part of the Boat in the future, whether or not removed from the Boat (all called the "Boat"). In any event, this Mortgage shall cover only items which may be mortgaged under the Federal Mortgage Law. This Mortgage may be filed before a certificate of documentation has been issued

8 CITIZENSHIP: Until this Mortgage is fully paid, I will remain a citizen of the United States within the meaning of the Shipping Act of 1916, as amended, and other applicable federal law and regulations, as amended

9 FEDERAL DOCUMENTATION AND CONTINUED OWNERSHIP: I am the sole owner of the Boat which is or is to be documented under my name under the laws of the United States. You may surrender any state certificate of title or ownership covering the Boat as required by federal law prior to the issuance of a certificate of documentation. If such a certificate of title or ownership is in my possession, I will surrender it to you for such purpose. Once the boat is documented in my name, I will continue to keep such certificate of documentation and my right to own and operate the Boat in force until this Mortgage is fully paid

10 DISPLAY OF MORTGAGE ON BOAT: I will prominently display and keep the Boat's certificate of documentation and a completed copy of this Mortgage with the Boat's papers in the pilot house, if any, chart room or master's cabin. I will show them to all persons having business with the Boat and to you on demand

11 NO PRIOR LIENS. On the date of this Mortgage, I lawfully own and possess the Boat free from all liens and encumbrances, except for the lien of this Mortgage

12 TITLE WARRANTY: I warrant title to the Boat. This means that I own the Boat and I am responsible for your expenses or losses if anyone other than you successfully claims an interest in the Boat or any part of it which adversely affects or forces you to incur expense to defend your interest in the Boat as a creditor

13 RISK OF LOSS: Damage, destruction or other loss of the Boat will not release me from my obligations to you under the Contract or this Mortgage. I will let you know as soon as I can if the Boat becomes damaged or destroyed or disappears

14 INSURANCE: Until the Mortgage is fully paid and except as restricted by the Contract, I will maintain a yacht insurance policy covering the Boat for hull damage in an amount not less than the insured amount set forth in the Contract or the outstanding principal balance of the Contract whichever is greater - (except as otherwise restricted by State Governing Law) - less the deductible specified in the Contract, liability to others in the amount shown on the Contract and Harborworkers and Longshoremen's Compensation at the statutory maximum. The risks against which I must insure are (1) fire, theft and collision, (2) water and weather condition damage, and (3) such other hazards as you may reasonably require. Subject to State Governing Law which may allow me to choose any insurer qualified to do business in the applicable state, the insurance company must be reasonably acceptable to you. The insurance must protect you and me and must be written for a year at a time. I must pay the premium in advance before each policy year begins and give you proof of payment. You may ask the insurance company to pay any loss to you. You may use the proceeds of the insurance either to repair the Boat or to make payments under this Mortgage. You may sign any proof of loss and endorse any check, draft or other form of payment issued by the insurance company or its agent as a loss payment. If at any time before this Mortgage is fully paid such insurance lapses or is cancelled, you may buy replacement coverage protecting you and me or, if allowed by State Governing Law, you alone and I will pay the premiums for such coverage at your request as required by the Contract with Finance Charge at the Annual Percentage Rate in effect under the Contract

(Page 4 of 12)

15 COMPLIANCE WITH INSURANCE POLICIES AND SAFETY LAWS I will comply with all provisions of the insurance policy or policies covering the Boat from time to time as to permitted sailing areas, mooring, seasonal layup, hours of sailing or captain or crew requirements or any other policy conditions or insured's warranties. The Boat and its equipment will comply with all federal and state safety requirements.

16 USE OF THE BOAT I will not sell the Boat, pledge it as security for a loan, give it away, lease it or charter it or otherwise use it for other than pleasure sailing without your written permission. I will not use the Boat to carry passengers for hire, permit its use for any illegal purposes or let anyone seize the Boat. I will not allow anyone to put a lien on it, except for the security interest or lien to you and crew's wages and dockage kept current, or, in an emergency, salvage (anyone who aids, tows or raises a vessel in distress has a maritime lien on the vessel) which is called a "salvage lien". If I take the Boat to another country, I will comply with the laws of such country and with any treaty between the United States and such country.

17 LOCATION OF BOAT I will not, without your prior written approval, move the Boat from its summer or winter mooring or storage site(s), as the case may be, other than for voyages with the intent of returning. I will inform you of any different mooring or storage locations or of any change of my residence. I will not abandon the Boat.

18 RESCUE OF BOAT If the Boat becomes imperiled, I will take all reasonable steps to rescue the Boat in accordance with the Contract provisions headed "Rescue of Commodity".

19 BILLS AND TAXES: I shall pay when due any repair, maintenance, mooring or storage bills, taxes, fines or other charges on the Boat. You may pay any of these bills, if I do not. If you do, I will repay you on demand, with interest at the Annual Percentage Rate in effect under the Contract.

20 CARE OF THE BOAT I will keep the Boat in good condition and repair.

21 GOVERNMENT SEIZURE I will notify you promptly by telephone confirmed by facsimile, telegraph or cable if the Boat is attached, detained, seized or levied upon or taken into custody by any court or other authority. I am required to take immediate steps to have the Boat released, however, at your election you or your agents may in my name receive or take possession of the Boat and defend any action and/or discharge any lien. If the seizing agency will not release the Boat for return to me without putting you in jeopardy in case of another seizure of the Boat, I will be deemed to be in default under this Mortgage, unless I furnish you with reasonable assurance against such possible future forfeiture loss exposure, unless prohibited by State Governing Law. Such assurance may take the form of a cash deposit, bond, letter of credit or other easily sold instrument.

22 INSPECTION OF THE BOAT AND GOODS I will at all times let you inspect the Boat and its cargoes and papers and examine my related accounts and records, and I shall tell you on request, from time to time, that all wages and all other claims which might have created a lien on the Boat have been paid. I will also keep a record of all repair and maintenance expenses for the Boat.

23 FURTHER ASSURANCE From time to time I shall sign and deliver to you any documents and assurances that your attorney may require to maintain priority of this Mortgage and to help you carry out a resale of the Boat in the event it becomes necessary for you to repossess it.

24 ATTORNEY'S FEES AND COURT COSTS: I agree to pay your reasonable attorney's fees and court costs, as allowed under the Contract and if proceedings are brought to foreclose this Mortgage (judicial if required) or to sue for the balance or a deficiency.

25 DEFAULT. To the extent permitted by State Governing Law or other applicable law, I will be in default if (a) I have made a false or misleading statement about any important fact in this Mortgage or in the application for credit approval, or (b) I default under the Contract or (c) I become incompetent or insolvent, or (d) I file for bankruptcy or similar relief or creditors file for bankruptcy against me, or I let someone put a lien on the Boat besides yours, or (e) the Boat lessens in value or becomes valueless other than through normal depreciation, or (f) I break any promise I have made in this Mortgage or in the related Contract, or (g) anything else happens that you in good faith and with reasonable cause believe may endanger my ability to perform my obligations under this Mortgage.

26 ENTIRE BALANCE DUE: If I or any guarantor default under the Contract or under this Mortgage, you may require that the entire then unpaid balance of the Amount Financed plus accrued Finance Charge be paid at once without prior notice or demand, unless State Governing Law or other applicable law requires a notice before acceleration of the full balance or otherwise restricts acceleration of payments. You will send me any required notices. In the case of a judgment, interest on the unpaid balance of the judgment will be payable at the applicable judicial judgment rate or, if permitted by the law of the state where the judgment was entered, at the Annual Percentage Rate in effect under the Contract.

27 REPOSSESSION AND FORECLOSURE To the extent permitted by State Governing Law or other applicable law, you have the right to repossess the Boat without Court order, if I am in default under §25 above. Alternatively, you have the right to foreclose in federal court under the Federal Mortgage Law of the United States. You will give me any notices required by State Governing Law or other applicable law. You may require me to assemble on board the Boat all equipment that is supposed to be there and return the Boat with all of its equipment to a port within the county or U.S. Coast Guard District where the Boat was to be kept.

28 REDEMPTION I have the following rights of redemption. If you repossess the Boat, I can get it back (redeem it) by paying (a) all past due installments, (b) any late charges, (c) any collection expenses, and (d) your cost of taking the Boat (including moving, storage and similar expenses) when I redeem it, unless State Governing Law or other applicable law permits you to demand the full net balance and you do so. My right to redeem in such case will end when the repossessed Boat has been sold, unless State Governing Law limits my redemption period to a shorter period.

29 SALE OR USE AND STORAGE OF REPOSSESSED BOAT If you repossess the Boat, you may, in my name, sell or, subject to State Governing Law, lease, charter, operate or otherwise use the Boat, as you may think advisable, being accountable for net profits, if any, and keep the Boat free of charge at my premises or elsewhere, at my expense. For this purpose and subject to any State Governing Law, you and your agents are irrevocably appointed my true and lawful attorneys-in-fact to make all necessary transfers of the Boat upon resale after repossession in your name and stead.

30 RESALE CREDIT If you resell the Boat, any costs of taking the Boat, storage, costs of sale (cleaning, repairing, auctioneer's fee, marshal's fees, if any, sales commission, if any, and advertising), cost of insurance, allowable attorney's fees and court costs will be subtracted from the price for which the Boat is sold after repossession. The difference, if any, would be my Resale Credit.

31 SURPLUS OR DEFICIENCY: If I owe more than the Resale Credit, I will pay you the difference (the "deficiency"). If I owe less than the Resale Credit, I will receive the difference from you (the "surplus").

32 NO WAIVER OF RIGHTS BY DELAY, REMEDIES CUMULATIVE You may delay in enforcing any of your rights without losing any of them. Your remedy rights are cumulative, unless State Governing Law provides otherwise.

33 RECEIVER In any legal action you may have a receiver appointed for the Boat and its earnings. Any receiver shall have full rights and powers to use and operate the Boat and to obtain a court decree ordering and directing the sale or other disposition of the Boat.

34 QUIET ENJOYMENT OF BY OWNER: Unless I violate this Mortgage or the Contract and you repossess the Boat, I shall be permitted to retain actual possession and use of the Boat.

35 TIME IS OF THE ESSENCE Time is of the essence. This means that each payment which is required must be made on the day due. If I require additional time to make a payment, I understand that I must obtain authorization or approval for making a late payment in writing in advance.

36 ADDITIONAL SECURITY: This Mortgage is given as additional security to secure my Debt.

37 INVALID PROVISIONS If any provision of this Mortgage cannot be enforced, the rest of the Mortgage will stay in effect.

38 AMENDMENTS Any change in the terms of this Mortgage must be made in writing and signed by you and me.

39 NOTICES AND INQUIRIES: Notices to me may be mailed by U.S. mail postage prepaid to my address in §1 of this Mortgage. You will use certified mail return receipt requested, if required by State Governing Law. Notices to you may be mailed to you at 715 S. Metropolitan Avenue, Oklahoma City, OK 73124-0610.

Anyone needing to communicate with you may call 1-800-621-1433.

40 OTHER:

(Page 5 of 12)

I HAVE READ OR HAD A CHANCE TO READ AND COMPARE BOTH THIS MORTGAGE AND THE RETAIL INSTALLMENT CONTRACT SECURED BY THIS MORTGAGE. BOTH DOCUMENTS WERE COMPLETELY FILLED IN, EXCEPT FOR THE U.S. COAST GUARD OFFICIAL NUMBER IN THE CASE OF A BOAT FOR WHICH SUCH A NUMBER HAS NOT YET BEEN ISSUED.

ON THE DAY and year written at the beginning of this Mortgage I have signed this Mortgage

Witness

Perry Grassi Individual Mortgagor

Individual Co-Mortgagor

Trust Mortgagor

Name

Address

By

Name

Title (check applicable box)

- ☐ Its Attorney-in-Fact
☐ Officer
☐ Trustee

Other Owners (Any persons owning an interest in the Boat who join in granting this Mortgage but are not obligated to make payments)

Name

Address

Name

Address

NATIONALLY SECURED MORTGAGE
 15 MAY '98 10:12 AM

RECORDED BOOK

DOCUMENT

ACKNOWLEDGEMENT

STATE OF NEW YORK, COUNTY OF ORANGE, ss
 On this 13th day of April, 1998, before me

personally came and appeared
 (check applicable box)

☒ Perry Grassi
 (INDIVIDUAL MORTGAGOR(S))

☐ _____
 (TRUST MORTGAGOR)

☐ _____
 (OTHER OWNERS)

☐ _____
 (ATTORNEY-IN-FACT FOR MORTGAGOR(S) AND ANY OTHER
 OWNER(S) SIGNING THIS MORTGAGE)

to me known, who being by me duly sworn, did depose and say
 that (he) (she) resides at No. _____
 (Street/Avenue)

to me known to be the person(s) described in and who executed
 the foregoing Mortgage, and (he) (she) (they) acknowledged to me
 that (he) (she) (they) executed and delivered the same as (his) (her)
 (them) free act and deed for the uses and purposes therein set
 forth

Margaret M Davidson
 (Notary Public)

City of _____
 County of _____
 State of _____
 that (he) (she) is (Title) Trustee
 of _____
 (Name of Trust)

a revocable trust organized under the laws of the State of
 the trust described in and
 which executed the foregoing Mortgage, that (he) (she) signed
 (his) (her) name thereto as sole trustee or by order of the Board of
 Trustees, and (he) (she) acknowledged to me that (he) (she)
 executed said Mortgage as such Trustee of said trust, and that the
 same is the free and voluntary act and deed of said trust and of
 (himself) (herself) as such Trustee thereof, for the uses and
 purposes therein expressed

My Commission expires 9/30/98

 (Notary Public)

My Commission expires _____

(stamp)
 MARGARET M DAVIDSON
 Notary Public, State of New York
 Qualified in Orange County
 # 4768860
 Commission Expires September 30, 1998

DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-1332 (Rev. 6-93)	GENERAL INDEX OR ABSTRACT OF TITLE	OMB APPROVED 2115-0110			
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>VESSEL BUILT AT <u>VALDOSTA GA</u></p> <p>(AND) _____ IN <u>1997</u></p> <p>BY <u>MAXUM MARINE</u></p> <p>FOR <u>LOUIS MARINE LTD</u></p> <p>BUILDER'S CERTIFICATE DATED <u>APRIL 2, 1998</u></p> <p>TITLE ASSIGNED TO _____</p> </div> <div style="width: 35%; text-align: right;"> <p><u>1067407</u></p> <p>(OFFICIAL NUMBER)</p> <p><u>BL2A28MLI798</u></p> <p>(HULL ID NUMBER)</p> <p>(5) _____</p> <p>(4) _____</p> <p>(3) _____</p> <p>(2) _____</p> <p>(1) <u>PISCES 3-13</u></p> <p style="text-align: center;">NAME OF VESSEL</p> </div> </div>					
INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE
BS	100	4 13 98	\$1.00	98-42	407
FILED PORT		DATE	TIME	DATE TERMINATED	
NVDC		5 15 98	10 12 AM	- - -	
GRANTOR					
LOUIS MARINE LTD					
GRANTEE					
PERRY GRASSI					
INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE
PM	100	4 13 98	\$199,445.05	98-42	408
FILED PORT		DATE	TIME	DATE TERMINATED	
NVDC		5 15 98	10 12 AM	- - -	
GRANTOR					
PERRY GRASSI					
GRANTEE					
THE CIT GROUP/SALES FINANCING INC 715 S METROPOLITAN AVE OKLAHOMA CITY OK 73124					
INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE
AGPM	100	04 09 99	-	99-49	673
FILED PORT		DATE	TIME	DATE TERMINATED	
NVDC		04 12 99	01 14 PM	- - -	
GRANTOR					
Refers to Book 98-42 Page 408 The CIT Group/Sales Financing Inc					
GRANTEE					
Chase Manhattan Bank Delaware, Trustee for CIT Marine Trust 1999-A 1201 Market St, Wilmington, DE 19801					
<input type="checkbox"/> ISSUED AS AN ABSTRACT OF TITLE <input type="checkbox"/> ISSUED FOR CHANGE OF PORT OF RECORD					
DATE:		TIME:			
PAGE: OF		PORT:			
DOCUMENTATION OFFICER _____					

DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD CG - 1332	GENERAL INDEX OR ABSTRACT OF TITLE Continuation Sheet No. 1		Official No. 1067407
ISSUED AS AN ABSTRACT OF TITLE AS OF DATE: August 10, 2011 TIME: 09:29 AM		CYNTHIA BARRETT NATIONAL VESSEL DOCUMENTATION CENTER	

08/05/2011 14:56 9149411251
AUG-05-2011 15:49 From:WESTERLY MARINA
9174644502 To: 9149411251PAGE 02
Page: 2/3

New York State Department of Motor Vehicles

NOTICE OF LIEN AND SALE

Under Sections 184 and 201 of the Lien Law of the State of New York



RECEIVED AUG 09 2011

TO: OWNER: PERRY GRASSI

(Name)

185 GAILMORE DR YONKERS NY 10710-3503

(Address, including Apt. No.)

TO: LIENHOLDER: CHASE MANHATTAN BANK DELAWARE TRUSTEE FOR CIT MARINE TRUST 1989-A

(Name)

1201 N MARKET ST WILMINGTON DE 19801-1147

(Address, including Apt. No.)

☒ Please check this box if there are additional lienholders or interested parties, and attach a list of their names and addresses.

For titled vehicles and boats, you may obtain lien and title information by contacting the Department of Motor Vehicles, Certified Document Center, 6 Empire State Plaza, Albany, New York 12226. Please include a fee of \$10 with each vehicle or boat request. Lienholder information about vehicles that are not subject to NYS titling laws is available from the county clerk in the county in which the owner resides.

Please take notice that WESTERLY MARINA INC - 7 WESTERLY RD OSSINING NY 19562

(GARAGEMAN'S BUSINESS NAME AND ADDRESS)

hereby claims a lien

on the following motor vehicle or boat now in the garageman's possession, under Section 184 of the Lien Law of the State of New York:

VEHICLE OR HULL ID NUMBER BL2A28ML1798

YEAR 1997

PLATE NUMBER (if available) 1067407 USCG OFFICIAL NUMBER

MAKE MAXUM

MODEL 42FT

ESTIMATED RETAIL VALUE PRIOR TO FILING OF THE LIEN \$ 50000.00

The nature of the lien (towing and/or daily storage charges listing the number of days and cost per day, including the date of the tow and/or the date the storage charges began) with an itemized statement of the claim, the date it was due, and the total amount due is listed below. If repair costs are claimed, a copy of the invoice (dated) which itemizes the cost of parts and labor is attached. Authorization to tow, store or repair is also attached.

TOWING	REPAIR	STORAGE
Date Towed <u>N/A</u>		Date storage began <u>04/24/2010</u>
Amount owed \$ <u>N/A</u>	Amount owed \$ <u>N/A</u>	Number of days <u>3 SEASONS</u>
		Price per day \$ _____
		Amount owed \$ <u>7904.05</u>

DATE ORIGINAL CLAIM WAS DUE: 04/24/2010 AUCTIONER/LEGAL FEES: 300.00 TOTAL AMOUNT DUE \$: 8204.05

An additional lien is claimed for storage charges from 08/08/2011 to the date of payment or sale, and for charges incurred in enforcing this lien.

You may redeem this motor vehicle or boat on or before 08/17/2011 (date must be at least 10 days AFTER service of this notice).

Otherwise, the motor vehicle or boat will be advertised for sale at public auction on (date must be at least 15 days AFTER the first date of publication):

DATE: 08/02/2011

PLACE: 7 WESTERLY RD OSSINING NY 19562

TIME: 9:00AM

BY: KELLY WALKER-MCLEES, AUCTIONEER

(AUCTIONEER)

If you dispute the validity or the amount of this lien, you are entitled to bring a court proceeding under Section 201-a of the Lien Law within 10 days of service of this Notice of Lien.

I am the garageman with respect to the motor vehicle or boat described in this notice. To the best of my knowledge and belief, the facts stated in this notice are true, the lien claimed on said motor vehicle or boat is valid, and the debt upon which such lien is founded remains unpaid.

Joseph R March
(GARAGEMAN'S SIGNATURE - Please sign name in full)

08/08/2011

DATE

JOSEPH DE MARCHIS, MANAGER

(GARAGEMAN'S NAME - Print)

WESTERLY MARINA INC - 7 WESTERLY RD OSSINING NY 19562 TEL# (914) 941-2203

(GARAGEMAN'S ADDRESS - Print)

If signing for a corporation, please print your full name, address and title.

IMPORTANT: False statements are punishable under Section 392 of the Vehicle and Traffic Law and Section 210.45 of the Penal Law.



New York State Department of Motor Vehicles
NOTICE OF LIEN AND SALE
Under Sections 184 and 201 of the Lien Law of the State of New York

Attached is a list of additional lienholders or interested parties their names and addresses.

THE CIT GROUP / SALES FINANCING INC
715 METROPOLITAN AVE
OKLAHOMA CITY OK 73108-2088